

the purpose of that litigation. The request must also contain a statement as to whether the community has previously requested a determination with respect to the same subject matter from the Administrator, detailing the disposition of such previous request. As documents become part of the file and cannot be returned, the original documents should not be submitted.

(d) The effective date for any risk premium rates established under this section shall be the date of final determination by the Administrator that adequate progress toward completion of a flood protection system has been made in a community.

(e) A responsible official of a community which received a determination that adequate progress has been made towards completion of a flood protection system shall certify to the Administrator annually on the anniversary date of receipt of such determination that no present delay in completion of the system is attributable to local sponsors of the system, and that a good faith effort is being made to complete the project.

(f) A community for which risk premium rates have been made available under section 1307(e) of the National Flood Insurance Act of 1968, as amended, shall notify the Administrator if, at any time, all progress on the completion of the flood protection system has been halted or if the project for the completion of the flood protection system has been canceled.

[43 FR 2570, Jan. 17, 1978, Redesignated at 44 FR 31177, May 31, 1979, as amended at 47 FR 43061 Sept. 30, 1982; 48 FR 39069, Aug. 29, 1983; 48 FR 44552, Sept. 29, 1983; 49 FR 4751, Feb. 8, 1984; 51 FR 30310, Aug. 25, 1986]

§ 61.13 Standard Flood Insurance Policy.

(a) *Incorporation of forms.* Each of the Standard Flood Insurance Policy forms included in appendix "A" hereto (General Property, Dwelling, and Residential Condominium Building Association) and by reference incorporated herein shall be incorporated into the Standard Flood Insurance Policy.

(b) *Endorsements.* All endorsements to the Standard Flood Insurance Policy shall be final upon publication in the

FEDERAL REGISTER for inclusion in appendix A.

(c) *Applications.* The application and renewal application forms utilized by the National Flood Insurance Program shall be the only application forms used in connection with the Standard Flood Insurance Policy.

(d) *Waivers.* The Standard Flood Insurance Policy and required endorsements must be used in the Flood Insurance Program, and no provision of the said documents shall be altered, varied, or waived other than by the express written consent of the Administrator through the issuance of an appropriate amendatory endorsement, approved by the Administrator as to form and substance for uniform use.

(e) *Oral and written binders.* No oral binder or contract shall be effective. No written binder shall be effective unless issued with express authorization of the Administrator.

(f) The Standard Flood Insurance Policy and endorsements may be issued by private sector "Write-Your-Own" (WYO) property insurance companies, based upon flood insurance applications and renewal forms, all of which instruments of flood insurance may bear the name, as Insurer, of the issuing WYO Company. In the case of any Standard Flood Insurance Policy, and its related forms, issued by a WYO Company, wherever the names "Federal Emergency Management Agency" and "Federal Insurance Administration" appear, the WYO Company is authorized to substitute its own name therefor. Standard Flood Insurance Policies issued by WYO Companies may be executed by the issuing WYO Company as Insurer, in the place and stead of the Federal Insurance Administrator.

[43 FR 2570, Jan. 17, 1978, Redesignated at 44 FR 31177, May 31, 1979, as amended at 44 FR 62517, Oct. 31, 1979; 48 FR 46791, Oct. 14, 1983; 58 FR 62424, Nov. 26, 1993]

§ 61.14 Standard Flood Insurance Policy Interpretations.

(a) *Definition.* A Standard Flood Insurance Policy Interpretation is a written determination by the Administrator construing the scope of the flood insurance coverage that has been and is provided under the policy.

(b) *Publication and requests for interpretation.* The Administrator shall, pursuant to these regulations from time to time, issue interpretative rulings regarding the provisions of the Standard Flood Insurance Policy. Such Interpretations shall be published in the FEDERAL REGISTER, made a part of appendix C to these regulations, and incorporated by reference as part of these regulations. Any policyholder or person in privity with a policyholder may file a request for an interpretation in writing with the Federal Insurance Administration, Federal Emergency Management Agency, Washington, DC 20472.

[43 FR 2570, Jan. 17, 1978. Redesignated at 44 FR 31177, May 31, 1979, as amended at 48 FR 39072, Aug. 29, 1983]

§ 61.16 Probation additional premium.

The additional premium charged pursuant to § 59.24(b) on each policy sold or renewed within a community placed on probation prior to October 1, 1992, is \$25.00. Where the community was placed on probation on or after October 1, 1992, the additional premium charge is \$50.00.”.

[50 FR 36026, Sept. 4, 1985, as amended at 57 FR 19541, May 7, 1992]

§ 61.17 Group Flood Insurance Policy.

(a) A Group Flood Insurance Policy (GFIP) is a policy covering all individuals named by a State as recipients under § 411 of the Stafford Act (42 U.S.C. 5178) of an Individual and Family Grant (IFG) program award for flood damage as a result of a Presidential major disaster declaration, and, as a one-time, pilot project, to recipients of the State of Alaska’s own fully funded disaster assistance program for individuals and families suffering damage from flooding in September and October 1995. Alaska’s disaster assistance program is comparable to the IFG program in benefits and eligibility requirements, including income levels. The State of Alaska has also agreed to provide information to the National Flood Insurance Program (NFIP) in a data format compatible with NFIP requirements. The premium for the GFIP, initially, is a flat fee of \$200 per policyholder. Thereafter, the premium

may be adjusted to reflect NFIP loss experience and any adjustment of benefits under the IFG program. The amount of coverage shall be equivalent to the maximum grant amount established under § 411. The term of the GFIP shall be for 36 months and will begin, for implementation with the IFG program, 60 days from the date of the disaster declaration. For FEMA’s pilot project with the State of Alaska, the term of the three-year policy will begin on May 1, 1996. On and after the inception date of the GFIP, coverage for IFG recipients or for recipients of the one time pilot project of the GFIP for the State of Alaska’s own comparable fully funded, disaster assistance program, will begin on the 30th day after the NFIP receives the records of GFIP insureds and their premium payments from the State. A Certificate of Flood Insurance shall be sent to each IFG recipient, and, for the one-time pilot project in Alaska, to each individual or family receiving a grant from Alaska’s own fully funded disaster assistance program.

(b) The GFIP is the Standard Flood Insurance Policy Dwelling Form (a copy of which is included in Appendix A(1) of this part), except that:

(1) The GFIP provides coverage for losses caused by land subsidence, sewer backup, or seepage of water without regard to the requirement in paragraph B.3. of Article 3 that the structure be insured to 80 percent of its replacement cost or the maximum amount of insurance available under the NFIP.

(2) Article 7, Deductibles, does not apply to the GFIP. Instead, a special deductible of \$200 (applicable separately to any building loss and any contents loss) applies to insured flood-damage losses sustained by the insured property in the course of any subsequent flooding event during the term of the GFIP. The separate deductible applicable to Article 3 B.3 does not apply.

(3) Article 9 E., Cancellation of Policy By You, does not apply to the GFIP.

(4) Article 9 G., Policy Renewal, does not apply to the GFIP.

(c) A notice will be sent to the GFIP certificate holders approximately 60 days before the end of the 3-year term